

City Clerk

One Twin Pines Lane, Ste 375
Belmont, CA 94002
(650) 595-7413

Department of Public Works

One Twin Pines Lane, Ste 385
Belmont, CA 94002
(650) 595-7427


**APPLICABILITY OF FORM
(Administrative Approval)**

Applicant is the property owner fronting the right-of-way where the encroachment is proposed; Applicant is not a utility company.

Proposed encroachment is for constructing, placing or maintaining a structure within any public right-of-way below ground, such as any pipe conduit, wire, utility vault or similar structure for private purposes and not for such a structure to be owned and maintained by a utility company or the City of Belmont (example: private irrigation or communication facilities.)

-OR-

Proposed encroachment is for constructing, placing or maintaining portion(s) of residential driveway and/or driveway approach for which a non-standard color, texture, and/or material is proposed (example: colored concrete, exposed aggregate finish or unit pavers). For residential driveway approach details refer to City Standard Drawing SI-101.

-AND-

ADMINISTRATIVE PERMANENT ENCROACHMENT AGREEMENT

OWNER	PROPERTY OWNER INFORMATION		Encroachment Permit No. AE200	APN
	Name(s)	Insurance	Security	Exhibit A
	Property Address		Description of Administrative Encroachment	
	City	State	Zip	
	Phone No. (Day/Night)			
	FEES		City Clerk	\$
			City Engineer	\$ 155.00
			County Recorder	\$
<p>WHEREAS, this Agreement is between the City of Belmont, a California municipal corporation, hereinafter designated as "City," and</p> <p>Hereinafter designated as "Owner," jointly and severally.</p> <p>WHEREAS, this Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Owner and upon the successors in interest of the real property described above.</p> <p>WHEREAS, Owner hereby certify(ies) that he/she is presently the owner-in-fact of the parcel of real property described above.</p> <p>WHEREAS, Owner desires to install within the public easement, fee title property, or right-of-way adjoining said property the permanent improvement described above and in Exhibit A attached hereto.</p> <p>NOW, THEREFORE, in consideration for granting permission to install said improvement within the public right-of-way; Owner agrees to each and all of the following:</p> <ul style="list-style-type: none"> begin and complete said improvement to the City's satisfaction within 180 calendar days from the date of this Agreement, AND immediately pay for said improvement upon completion thereof and not allow any lien to be filed with respect thereto, AND <p>indemnity, save harmless, and assume the defense of the City from liability and against all actions, claims, demands, proceedings or litigation,</p>			<p>whether alleged or adjudged, which may arise by virtue of said improvement, AND</p> <ul style="list-style-type: none"> continuously maintain and immediately repair, replace, or remove said improvement or portion thereof to the City's satisfaction, AND continuously maintain insurance certificates and cash deposits or surety bonds to the City's satisfaction, AND immediately reimburse City for all costs and reasonable attorney's fees incurred in enforcement of the terms and conditions of this Agreement, AND City shall have the unqualified right if Owner fails to alter or remove as requested by the City then the City shall have the authority to alter or remove the encroachment without compensation to Owner or demand that Owner alter or remove said improvement at any time and without any prior notice or compensation, AND City shall have no obligation whatsoever to accept or maintain said improvement, and Owner shall be responsible for any restoration required as a consequence of work authorized by the City of Belmont within the public right-of-way when said improvement is constructed of a non-standard color, texture and/or material. <p>• Legal description required (County Clerk requirement)</p> <p>This Agreement is mutually agreed upon and between City and Owner and is also subject to all conditions set forth in Exhibit A attached hereto.</p>	
<p>IN WITNESS WHEREOF, the Parties have so agreed on the dates set forth in their notarial acknowledgments</p>				
<p>PROPERTY OWNER</p> <p>By _____</p> <p>By _____</p> <p>By _____</p>			<p>CITY OF BELMONT, a municipal corporation</p> <p>Director of Public Works</p> <p>Attest _____</p> <p>City Clerk</p>	
<p>Please attach Owner's Notarial Acknowledgement on 8 1/2" x 11"</p>				